SOLICITATION, OFFER,	1. SOLICITATION NO.	2. TYPE OF S	OLICITATION	3. DATE ISSUED	PAGE OF PAGES
AND AWARD		SEALE	D BID (IFB)	01-Aug-2005	
(Construction, Alteration, or Repair,	) W9124R-05-R-0023	X NEGOT	IATED (RFP)		1 OF 51
IMPORTANT - The "offer" section on	the reverse must be fully comp	leted by offeror.			
4. CONTRACT NO.	5. REQUISITION/PURC	HASE REQUEST NO		6. PROJECT NO.	
7. ISSUED BY	CODE W9124R	8. ADD	RESS OFFER TO	(If Other Than Item 7)	CODE
ARMY CONTRACTING AGENCY - SR - YUMA					
SFCA-SR-YM, B-2100, R-8   301 C STREET		So	ee Item 7		
YUMA AZ 85365-9498					
		l			
TEL: 928-328-6163	FAX: 928-328-6849	TEL:		FAX:	
9. FOR INFORMATION A. NA	ME		B. TELEPHONE I	NO. (Include area code	) (NO COLLECT CALLS)
CALL: ERIC	RETA		928-328-6163		
		SOLICITATION	1		
NOTE: In sealed bid solicitations	"offer" and "offeror" mean "I	oid" and "bidder".			
10. THE GOVERNMENT REQUIRES F	PERFORMANCE OF THE WORK	DESCRIBED IN THE	SE DOCUMENTS	(Title, identifyii	ng no., date):
				, , ,	,
Design and Construction Addition to B	Ida E10 Cumpanium				
Design and Construction Addition to B	lag 519 Gymnasiam				
		47			_
	_				
11. The Contractor shall begin performa	ance within10 calend	ar days and complete	it within120	0 calendar days after i	eceiving
award, X notice to proceed.	This performance period is X	mandatory,	negotiable. (See	۰	)
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  (If "YES," indicate within how many calendar days after award in Item 12B.)					
☐YES ☐NO					
13. ADDITIONAL SOLICITATION REQ	UIREMENTS:			•	
A. Sealed offers in original and	copies to perform the v	vork required are due	at the place specific	ed in Item 8 by	02:00 PM (hour)
local time 31 Aug 2005 (dat		· ·		od iii itoiii o by	envelopes containing offers
shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.					
		on number, and the u	unu inno onois	aro duo.	
B. An offer guarantee   X   is,	is not required.				
	•				
C. All offers are subject to the (1) work	•	sions and clauses inco	rporated in the soli	icitation in full text or by ref	erence.

		SOLICITATION			-	d)			
				n, Alteration, o		- ·			
AA NAME AND ADDDEGG O	E OFFEDOR	(la al ada 710 Oc		(Must be fully					
14. NAME AND ADDRESS O	F OFFEROR	(Include ZIP Cod	ie)	15. TELEPHO	ONE NO. (Ir	nclude area cod	de)		
				16. REMITTA	NCE ADDRES	S (Include	only if differen	t than Item 14)	l
					_				
				See Item 1	4				
CODE	FACILITY C	ODE							
17. The offeror agrees to perf	orm the work req	uired at the prices s	pecified below i	n strict accorda	nce with the te	rms of this soli	citation, if this o	offer is	
accepted by the Government	-		-				ny number equa	al to or greater	than
the minimum requirements st	ated in Item 13D.	Failure to insert ar	ny number mear	ns the offeror a	cepts the minii	mum in Item 13	3D.)		
AMOUNTS SEE SCH	EDULE OF PRIC	ES							
18. The offeror agrees to furn	ish any required	performance and pa	ayment bonds.						
		19	ACKNOWLED	GMENT OF AN	IENDMENTS				
	(7	The offeror acknowledge	s receipt of amendi	ments to the solicit	ation give numb	er and date of eac	h)		
AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF F OFFER (Type or print)	PERSON AUTHO	RIZED TO SIGN	I	20B. SIGNAT	URE			20C. OFFER	DATE
	AWARD (To be completed by Government)								
21. ITEMS ACCEPTED:									
	ZI. TEIMO / ROSE TED.								
22. AMOUNT	23. ACCO	UNTING AND APP	ROPRIATION D	ATA					
24. SUBMIT INVOICES TO A	DDRESS SHOW	'N IN	ITEM	25. OTH	R THAN FULI	AND OPEN (	COMPETITION	PURSUANT	го
(4 copies unless otherwise specified	0			10 U	.S.C. 2304(c)		41 U.S.C.	253(c)	
26. ADMINISTERED BY	CO	DE		27. PAYI	MENT WILL BE	MADE BY:	CODE		
	7 1			7					
	CON	TRACTING OFFICE	R WILL COMPI	 LETE ITEM 28	OR 29 AS APF	PLICABLE			
28. NEGOTIATED AGRE	EMENT (Cor	tractor is required to sig	n this	29. /	AWARD (Con	tractor is not requ	ired to sign this do	cument.)	
document and return pies to issuing office.) Contractor agrees				Your offer on this solicitation, is hereby accepted as to the items listed. This award con-					
to furnish and deliver all items or perform all work, requisitions identified		summates	summates the contract, which consists of (a) the Government solicitation and						
		your offer, necessary	your offer, and (b) this contract award. No further contractual document is						
governed by (a) this contract award				necessary					
representations, certifications, and	•	rporated by refer-							
ence in or attached to this contract.			<u> </u>	מא או א או א או א	OF CONTRACTI	NG OFFICER	/m	o or print!	
30A. NAME AND TITLE OF C TO SIGN (Type or print)	CONTRACTOR C	R PERSON AUTH	ORIZED	JIM. INAMI	OF CONTRACTI	WG OFFICER	(TY)	pe or print)	
30B. SIGNATURE		T000 BATE		TEL:		EMA	AIL:		
JOD. SIGNATURE		30C. DATE		31B. UNI	TED STATES (	OF AMERICA		31C. AW	ARD DATE
				BY	ş <b>23</b> (				· · · =

NSN 7540-01-155-3212 STANDARD FORM 1442 BACK (REV. 4-85)

# Section B - SUPPLIES OR SERVICES

FOB: Destination

SUPPLIES/SERVICES ITEM NO **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0001 Design of Bldg 519 FFP Design Addition to Bldg 519 in accordance with the statement of work in section C and the attached drawings. NET AMT FOB: Destination ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 0002 Construction of Bldg 519 **FFP** Construct an addition to Bldg 519 in accordance with the statement of work in section C and the attached drawings. **NET AMT** 

#### DESCRIPTION/SPECS

# **SECTION C**

# STATEMENT OF WORK BUILDING 519 FITNESS CENTER

C.1 GENERAL.

- C.1.1 SCOPE OF WORK. The contractor shall provide design-build services, personnel, material, management, equipment, transportation, and any other items and services not government furnished necessary to provide an addition (40' X 72') to building 519 (Fitness Center) at U.S. Army Yuma Proving Ground (YPG), Yuma, Arizona. The design-build contractor shall perform to the attached Design & Construction Criteria and the conceptual drawings provided by the government in this contract. The building will be occupied during construction.
- C.1.1.1 DRAWING AND SPECIFICATIONS. Accessories or incidental items not specifically shown and detailed on the drawings or specified herein, which are necessary and/or required to complete the work within the intent of the working drawings and specifications, when taken together shall be included by the Contractor without additional cost to the Government.
- C.1.1.2 HOURS OF OPERATION. Work shall be provided during normal working hours. YPG is currently on a 4-day workweek schedule. The hours of operation are 6:30 AM to 5:00 PM, Monday through Thursday, excluding legal public holidays listed in Section C.2 of this work statement. On request, the contractor may be authorized to work weekends and other than conventional work shifts. This request shall be in writing to the Contracting Officer's Representative (COR), two standard workdays prior to the requested time. These changes will not result in additional costs to the Government and must be within the restrictions of applicable labor laws.
- C.1.2 BACKGROUND INFORMATION. Yuma, Arizona is situated in the southwest corner of the state, across the Colorado River from California and about 20 miles from Mexico. U.S. Army Yuma Proving Ground is located approximately 30 miles north of Yuma, along U.S. Highway 95. The terrain around Yuma is desert. Daytime high temperatures in this area average 105 degrees F in the summer (temperatures of 115 degrees are not unusual) and 70 degrees F in the winter with lows averaging 76 and 47 degrees respectively. Annual rainfall is less than four inches.
- C.1.2.1 AREA OF RESPONSIBILITY: Yuma Proving Ground is a testing facility under the command of the U. S. Army Test and Evaluation Command. The mission of YPG includes the testing of vehicles, armament, aircraft and numerous other products that are to support the soldier in the field.
- C.1.3 PERSONNEL. The contractor shall provide a work force possessing the skills, knowledge, and training to satisfactorily perform the services required by this contract.
- C.1.3.1 CONFLICT OF INTEREST. The contractor shall not employ off-duty contracting personnel, contracting officer's representative, or other government personnel involved in surveillance of the contract, nor any other employee of the United States Government, either military or civilian, if such employment would create a conflict of interest or be contrary to the policies contained in this work statement. The contractor shall not employ any person who is an employee of the Department of Defense, unless such person receives prior approval in accordance with applicable military and civilian directives.

- C.1.3.2 CONDUCT OF PERSONNEL. The Contracting Officer may require the contractor to remove from the job site any employee working under this contract for reasons of misconduct, security, or found to be or suspected to be under the influence of alcohol, drugs, or other incapacitating agent. Contractor employees shall be subject to dismissal from the premises upon determination by the Contracting Officer that such action is necessary in the interests of the Government. In accordance with local directives and 18 U.S.C. 1382 (1972), the installation commander has the authority to bar individuals from the installation. The removal from the job site or dismissal from the premises shall not relieve the contractor of the requirement to provide sufficient personnel to perform the services as required by this work statement.
- C.1.3.3 QUALIFICATIONS. The contractor shall have a valid contractor's license from any of the 50 United States.
- C.1.3.4 SECURITY REQUIREMENTS. Contractor personnel, subcontractor personnel, or any representative of the contractor entering Yuma Proving Ground shall abide by all security regulations and shall be subject to security check.
- C.1.3.4.1 SEARCH AND SEIZURE. Contractor personnel and property shall be subject to search and seizure upon entering the confines of the installation, while on the installation, and upon leaving the confines of the installation.
- C.1.3.4.2 FACILITY CLEARANCE. The contractor will not be working with any classified information or material. A facility clearance is not required for this contract.
- C.1.3.4.3 INSTALLATION ACCESS. The contractor shall be responsible for assuring all contractor personnel authorized to perform work under this contract obtain installation access as follows:

Ten days prior to commencing work, the contractor shall provide to each addressee below a listing of all personnel employed under this contract.

- (1) Directorate of Contracting, USAYPG ATTN: SFCA-SR-YM Contract No.\_\_\_\_Yuma, Arizona 85365-9106
- (2) Directorate of Law Enforcement and Security, USAYPG
  ATTN: CSTE-DTC-YP-CS-LE-S
  Contract No.\_\_\_\_
  Yuma, Arizona 85365-9102
  (Employees to work at YPG)

The information required for each employee is:

(1)	Employee's full name
(2)	Social Security Number
(3)	Date and Place of Birth
(4)	Naturalization Number (if applicable)
(5)	Citizenship
(6)	Alien Registration numbers shall be provided for each employee who is not a United
	States citizen
(7)	Date of Visit:
	EDOM: TO:

- (8) Purpose of visit
- (9) YPG point of contact

Any change in personnel information (e.g. new hires, terminations, or changes in personnel information already on file) that occurs during the performance of the contract shall be reported immediately in writing to the above addresses.

- C.1.3.4.4 SITE SECURITY. The contractor shall be responsible for site security of his work area.
- C.1.3.4.5 IDENTIFICATION BADGES. All identification badges issued by YPG shall be returned immediately to the place of issuance when one of the following occurs: (1) the completion of the contract (2) an individual's performance at YPG is terminated (3) if so directed by the Contracting Officer. All identification badges issued to the contractor must be accounted for either by turn-in or statement of loss. The contract shall not be considered complete or final payment made until all badges are accounted for. When badges are issued they shall be worn in plain sight above the waist.
- C.1.3.4.6 AUTOMATION SECURITY REQUIREMENTS: Use of privately owned computers is prohibited at YPG without prior written consent of the Directorate of Law Enforcement and Security. The contractor shall comply with AR 380-19 and the applicable supplements when computers are brought into the installation.
- C.1.3.4.7 DAMAGE: The contractor is responsible for the safeguard and protection of all materials and equipment under his control. The contractor shall report any damage, vandalism, or theft of his property on YPG to the YPG Police Desk.
- C.1.3.5 CONTRACTOR REPRESENTATIVE. The contractor shall provide on site job supervisor who shall be physically present during work performance to conduct overall management coordination and furnish liaison with the Government. The job supervisor shall be the point of contact with the government and shall have the authority to act or make decisions for the contractor on all matters pertaining to this contract.
- C.1.3.5.1 The contractor shall provide the name and telephone number for the job supervisor to the Contracting Officer within 5 calendar days following the Notice to Proceed. The contractor shall verbally notify the Contracting Officer of changes as they occur and provide written changes not later than 5 working days after the effective date of the change.
- C.1.4 VEHICLE REGISTRATION. Motor vehicles entering the installation shall have a valid license and state registration. State license and registration shall be maintained current during the time the vehicle is in use on the installation.
- C.1.4.1 VEHICLE OPERATION. Contractor personnel operating motor vehicles on the installation shall have a valid driver's license for the category of vehicle being operated and shall comply with posted signs on the installation.
- C.1.4.2 CONTRACTOR VEHICLE IDENTIFICATION. Contractor owned vehicles used in the performance of services under this contract shall be marked as commercial contractor vehicles.
- C.1.5 QUALITY CONTROL. The contractor shall implement a complete quality control program that identifies potential and actual problem areas in providing requirements of the contract as specified and results in corrective action throughout the life of the contract. The Quality Control Plan shall be provided to the Contracting Officer in accordance with Section 01330 SUBMITTAL PROCEDURES. The Government will make final review and acceptance of the plan. Changes to the plan shall be submitted to the Contracting Officer not later than 10 calendar days prior to the effective date of the change. The basic tenet of the plan is that the contractor is responsible for quality. All methods, procedures, and forms shall support this concept. If the contractor's system fails to produce acceptable results, the Government may direct changes in the plan or take other actions as necessary to assure contract compliance, at the contractor's expense. Inspection and testing by the Government does not relieve the contractor of his responsibilities unless specifically so stated in the contract. Nothing expressed or implied in this contract shall be interpreted to limit the contractor's responsibility to perform sufficient numbers, types, or locations of tests and inspections to assure that all work meets the contract requirements. The Quality Control Plan (QCP) shall:

- C.1.5.1 Be structured to assure independence from any other parts of the contractor's organization.
- C.1.5.2 Have direct accountability to the contractor's top management.
- C.1.5.3 Address overall project management and administration.
- C.1.5.4 Be a comprehensive program to plan and deliver quality services to the Government. The plan shall have as a minimum three phases of control.
- C.1.5.4.1 Preparatory Phase. This phase shall be done prior to beginning work on each delivery order and shall include at least a review of the delivery order's scope of work and drawings, review of applicable specifications, assurance that all submittals have been submitted and approved, and review of safety procedures.
- C.1.5.4.2 Initial Phase. This phase shall be done at the beginning of the work. The contractor shall examine required materials and equipment, workmanship, and safety procedures are being done in accordance with the specifications.
- C.1.5.4.3 Follow-up Phase. The contractor shall continue to monitor the quality of work, correct any deficiencies, and perform any required tests.
- C.1.5.5 Describe a method acceptable to the Government of identifying deficiencies in the quality of service performed under this contract before the level of performance becomes unacceptable and address processes for corrective actions without dependence upon Government direction.
- C.1.5.6 Establish an inspection system covering all services required by this contract. This plan shall specify areas to be inspected on either a scheduled or unscheduled basis and the title of the individual who will do the inspection.
- C.1.5.7 Require documentation of all contractor quality control inspections and corrective actions be maintained by the contractor throughout the term of this contract.
- C.1.5.8 Describe methods of direct and indirect communications with the Government regarding performance of the contract. The communications shall include scheduled and informal meetings with the Government.
- C.1.6 QUALITY ASSURANCE. The Government will monitor the contractor's performance under this contract in accordance with the inspection clauses included in the contract and determine acceptance.
- C.1.7 PHYSICAL SECURITY. The contractor shall be pecuniarily liable for any damage to, or loss of, privately-owned property as a result of negligence on the part of the contractor or his employees during accomplishment of work required under this contract. The Government will not effect repairs to privately-owned property under the terms of this contract. Consequently, any repair made to privately-owned property by the contractor shall be at the contractor's risk and expense and will not be a liability to the Government.
- C.1.7.1 KEY CONTROL. The Contractor shall be responsible for keys provided to the contractor by the Government. The contractor shall establish and implement procedures for ensuring that all keys issued are safeguarded and handled in accordance with Army Regulation (AR) 190-51.
- C.1.7.1.1 The contractor shall report any occurrence of duplicated, misplaced, or lost keys to the COR within 2 hours after discovery and submit a written report to the COR and Contracting Officer by close of business the following day. The written report shall provide complete details relating to duplication, misplaced key, or loss.
- C.1.7.1.2 In the event a key is duplicated, misplaced, or lost, all locks and keys for that system will be replaced by the Government. The contractor shall reimburse the Government for replacement of locks or rekeying required as a result of the incident.
- C.1.8 FRAUD, WASTE, AND ABUSE. The contractor shall be responsible for maintaining proper conduct and good discipline within contractor occupied work area(s). Contractor personnel shall be encouraged to be alert to

and report suspected situations of fraud, waste, and abuse or other intentionally dishonest conduct against the Government observed during or in the performance of this contract.

- C.1.9 CONSERVATION OF UTILITIES. Contractor personnel shall practice utilities conservation and shall operate under conditions which preclude waste of Government furnished utilities of water and electricity.
- C.1.10 FIRE PROTECTION. The contractor shall observe all directions for fire prevention and YPG Regulation 420-1. The contractor is required to obtain a hot work permit prior to start up on each day hot work is to be performed and to have a fire extinguisher readily available at each work site.
- C.1.11 ACCIDENT REPORTING. The contractor's project manager shall immediately report all employee accidents, injuries or occupational illnesses, regardless of the severity, to the YPG installation Safety Office and the Contracting Officer's Representative (COR). The contractor shall maintain an accurate record of accidents resulting in traumatic injury or death and accidents resulting in damage to Government property, supplies and equipment.
- C.1.12 SAFETY. The contractor shall safeguard and maintain all Government property as well as provide for the safety and well-being of personnel employed in the administration of this contract. The contractor shall comply with provisions of all safety regulations cited in Section C.6. The contractor shall develop and implement a safety program for employees in accordance with the United States Army Corps of Engineers' <u>Safety and Health Requirements Manual</u> EM 385-1-1. The program must include preparation of an Accident Prevention Plan. The plan shall be submitted to the COR in accordance with Section 01330 SUBMITTAL PROCEDURES for review and approval by the Safety Office. Revisions shall be submitted at least 3 days prior to the effective date of the change. As a minimum, the Accident Prevention Plan shall address:
  - (1) Purpose
  - (2) Company policy regarding accident/injury prevention
  - (3) Responsibilities
  - (4) Administration
  - (5) OSHA requirements
  - (6) Injury and accident report procedures
  - (7) Hazard communication information, if applicable
  - (8) Inspection and records
  - (9) Education and training to include safety meetings. Copies of all safety meeting minutes shall be provided to the COR and Contract Administrator
  - (10) Incentive awards program for safety and suggestions
  - (11) Fall protection program
- C.1.13.1 The contractor shall comply with the Occupational Safety and Health Act (OSHA). Contractor personnel shall wear safety items required by OSHA during the performance of tasks requiring protective equipment or clothing.
- C.1.13.2 The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the Government harmless for any action on the contractor's part or that of the Contractor's employees or subcontractors which may result in illness, injury, or death.

#### C.1.13.3 CLASS 1 OZONE DEPLETING SUBSTANCES.

- C.1.13.3.1 Per Section 326 of Public Law 102-484, effective 1 June 1993, specifications and standards cannot require the use of Class 1 Ozone Depleting Substances (ODS) without approval. There are some cases where a specification or standard allows the use of an ODS, but does not specifically require its use. A situation of this type does not require substitution under the law.
- C.1.13.3.2 If this requirement allows, but does not require, the use of a Class I ODS, although it is not mandatory for the contractor to use a non-ODS substance, the contractor is encouraged to give preference to using the non-ODS choice.

- C.1.13.4 The contractor shall maintain on file copies of Material Safety Data Sheets (MSDS) for all hazardous material stored, transported or used on YPG. The contractor shall furnish copies of all MSDS's to the COR.
- C.1.14 FILES. The contractor shall maintain complete and accurate files of documentation, records and reports required under the terms of this contract. The contractor shall not allow access to the files by any government agency, non-government agency, or individual unless specifically authorized by the Contracting Officer. Files shall be made available to the Contracting Officer or designated representative upon request. All files will become the property of the Government and shall be turned over to the Contracting Officer at the completion or termination of this contract.
- C.1.15 DISCLOSURE OF INFORMATION. Neither the contractor, nor contractor personnel, shall divulge or release data or information developed or obtained under performance of this work statement, except to authorized government personnel or upon written approval of the Contracting Officer.
- C.1.15.1 The contractor shall direct to the Contracting Officer all inquiries, comments, or complaints arising from matters observed, experienced, or learned as a result of, or in connection with the performance of this contract, the resolution of which may require the dissemination of official information.
- C.1.15.2 Inquiries received by the contractor for work performed under this contract shall be referred to the Government for evaluation under the Freedom of Information Act of 1975, Public Law 93-502, 5 U.S.C., Section 552. The determination of whether records will be released will remain with the Government. The contractor shall be responsible for search and submission of records upon request by the Government.
- C.1.15.3 The contractor shall not release any information (including photographs, files, public announcements, statements, denials or confirmations) on any part of the subject matter of this contract or any phase of any program hereunder without the prior written approval of the Contracting Officer.
- C.1.16 SMOKING. There is no smoking allowed in any Government facilities unless otherwise posted as a designated smoking area.
- C.2 DEFINITIONS. For the purpose of this contract, the following definitions will apply.
- C.2.1 STANDARD DEFINITIONS.
- C.2.1.1 CONTRACT ADMINISTRATOR. The official Government representative delegated authority by the Contracting Officer to administer a contract. This individual, normally working in an appropriate contracting or procurement career field, advises on all administrative contractual matters.
- C.2.1.2 CONTRACTING OFFICER. A person duly appointed with the authority to enter into and administer contracts on behalf of the Government.
- C.2.1.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An individual designated in writing by the Contracting Officer to act as an authorized representative of the Contracting Officer to perform specific technical contract functions within the scope and limitations as defined by the Contracting Officer.
- C.2.1.4 CONTRACTOR. The contractor, its subsidiaries and affiliates, joint ventures involving the contractor, or any entity which the contractor may have merged or any individual or entity that works for the contractor under this contract.
- C.2.2 TECHNICAL DEFINITIONS.
- C.2.2.1 ASTM. American Society for Testing and Materials.
- C.2.2.2 AUTHORIZED VISITOR. Any visitor to the site whose visit has been authorized by the Government.

- C.2.2.3 CALENDAR DAY. The time from midnight to midnight.
- C.2.2.4 GOVERNMENT. The U.S. Army, Yuma Proving Ground hereinafter referred to as the Government, the Contracting Officer, or the COR as applicable.
- C.2.2.5 LEGAL PUBLIC HOLIDAYS. Holidays in each calendar year identified as follows:

New Year's Day, January 1
Martin Luther King's birthday, the third Monday in January
President's Day, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Columbus Day, the second Monday in October
Veteran's Day, November 11
Thanksgiving Day, the fourth Thursday in November; and
Christmas Day, December 25

- C.2.2.6 MSDS. Material Safety Data Sheet OSHA Form 20 or equivalent form containing health hazard information about chemical products.
- C.2.2.7 OSHA. Occupational Safety and Health Administration.
- C.3 GOVERNMENT FURNISHED PROPERTY (GFP) AND SERVICES.
- C.3.1 UTILITIES. The Government will provide and maintain electrical and water services currently available in the work area.
- C.3.2 LANDFILL. Contractor may dump non-hazardous materials associated with his work at YPG at the YPG landfill.
- C.4 CONTRACTOR FURNISHED ITEMS. The contractor shall furnish all property and services not specifically identified in Section C.3 as government furnished, but which are necessary to perform the requirements of this contract. Contractor furnished property and services shall be compatible with existing government systems.
- C.4.1 MATERIALS. The contractor shall deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer, the brand name, and labeling as required by 29 CFR 1910.1200. The contractor shall store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination. The contractor shall not use damaged or deteriorating materials and shall remove them from the premises.
- C.5 SPECIFIC TASKS.
- C.5.1 MANAGEMENT DUTIES. The contractor shall be responsible for management duties as delineated in the following tasks:
- C.5.1.1 Contract Submittals. Prior to commencement of work, the contractor shall provide appropriate number of copies of submittals noted to the destinations provided as specified in Section 01330 SUBMITTAL PROCEDURES of the specifications.
- C.5.1.2 The contractor shall submit to the COR before noon of the following work day a daily report showing work done, general weather conditions, problems encountered and any other information deemed pertinent. The job supervisor(s) shall report to the COR daily to discuss work progress and any problems.
- C.5.1.3 Meetings. The contractor shall attend a pre-construction meeting.

- C.5.2 Site Waste. The contractor is responsible for keeping the work site free from debris and trash in accordance with FAR 52.236-12. Removal of trash and debris shall be on a daily basis.
- C.5.3 Storm Protection. When inclement weather such as rain or wind is eminent, the contractor shall take every practical precaution to minimize interior and exterior damage to government property.
- C.6 APPLICABLE DOCUMENTS. The contractor shall comply with the following regulations, requirements and standards and shall be directly responsible for compliance on the part of his agents, employees, material suppliers and subcontractors. The contractor shall directly receive and be responsible for all citations, assessments, fines or penalties that may be incurred by reason of his agents, employees, material suppliers or subcontractors failing to comply. Where conflicts exist between requirements, the more stringent requirement will govern.
- C.6.1 OCCUPATIONAL SAFETY AND HEALTH ACT. The contractor shall comply with the requirements of the General Industry Safety and Health Standards, 29 CFR Part 1910 and the Safety and Health Regulations for Construction, 29 CFR Part 1926, including any other standards and regulations which are incorporated therein.
- C.6.2 NATIONAL EMISSION STANDARD FOR HAZARDOUS AIR POLLUTANTS. The contractor shall comply with the National Emission Standard for Hazardous Air Pollutants, 40 CFR Part 61, Subparts A and B as amended and applicable.
- C.6.3 STATE AND LOCAL REQUIREMENTS. The contractor shall comply with the State of Arizona Division of Occupational safety and Health Regulations for construction.
- C.6.4 INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS (ICBO) DOCUMENTS. The contractor shall perform all work to comply with the Uniform Building Code, latest edition; Uniform Mechanical Building Code, latest edition; Uniform plumbing Code, latest edition, National Electrical Code, latest edition.
- C.6.5 CORPS OF ENGINEERS. Safety and Health Requirements Manual EM 385-1-1, latest edition.
- C.6.6 AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH): 1995-1996 Threshold limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices.
- C.7 PAYMENT. Payment shall be approved by the Contracting Officer's Representative. It is strongly recommended that the contractor discuss progress payments with the COR prior to invoicing in order to avoid delays in payments. Final payment will not be paid until final as-builts have been received and approved by the Contracting Officer.

C.8 AS-BUILTS. The contractor shall be required to have one set of project blueprints at the construction site at all times. These blueprints shall be kept current of as-built conditions. Contractor shall provide an electronic file of all drawings on a CD reflecting "As-Built" conditions as well as his set of red-lined as-built blueprints to the COR within 14 days after all work is completed for each Delivery Order. Each sheet of the drawings shall be clearly marked "As-Built". Drawings shall be size "ARCH D 24"x36" " with YPG title block. The electronic drawings shall be in AutoCAD (R2000 or later).

--End of Section-

#### GENERAL REQUIREMENTS

# <u>DESIGN AND CONSTRUCTION CRITERIA (REQUIREMENTS)</u> FOR BUILDING 519 FITNESS CENTER

# A. GENERAL REQUIREMENT

1. The attached drawings indicate the required floor plan, elevations, and site plan required.

# **B. DESIGN SUBMITTAL REQUIREMENT**

- 1. STAGES OF DESIGN SUBMITTALS
- 1.1 <u>First Review Submittal (60%) Mid-point</u>: The review of this initial submittal is primarily to insure that contract documents are proceeding in a timely manner and that the design criteria is being correctly interpreted. The submittal shall consist of the following:
  - 1. 60% complete drawings and specifications no later than 60 calendar days after award date.
    - 1. Six (6) copies hardcopy of drawings
    - 2. Six (6) copies hardcopy of specifications
    - 3. Six (6) copies hardcopy of design analysis
    - 4. One (1) copy CD AutoCAD and Word format
  - 2. Environmental permits, as required. Test for ground contamination with samples every 200 square feet.
- 2.1 <u>Second Review Submittal 100% Design:</u> The review of this submittal is to insure that the design is in accordance with directions provided the Contractor during the design process. The Contractor shall submit the following documents for Final Design Review:
  - 1. Six (6) copies hardcopy of drawings
  - 2. Six (6) copies hardcopy of specifications
  - 3. Six (6) copies hardcopy of design analysis
  - 4. Six (6) copies hardcopy of annotated 60% review comments
  - 5. One (1) copy CD

- 2.1.1 The Design Analysis submitted for 100% Design Review shall be in its 100% complete. The Design Analysis shall include all backup material previously submitted and revised as necessary. All design calculations shall be included.
- 2.1.2 The Contract Drawings submitted for 100% Design Review shall include the drawings previously submitted that have been revised and completed as necessary. The Contractor is expected to have completed all of his coordination checks and have the drawings in a design complete condition. The drawings shall be complete at this time including the incorporation of any design review comments generated by the Preliminary design review. The drawings shall contain all the details necessary to assure a clear understanding of the work throughout construction. Shop drawings will not be considered as design drawings. All design shall be shown on design drawings prior to submittal of shop drawings.
- 2.1.3 The contractor may begin construction on portions of the work for which the Yuma Proving Ground has reviewed the 100% Design Submission and has determined satisfactory for purposes of beginning construction. The contracting Officer or the COR will notify the Contractor when the design is cleared for construction.
- 2.2 <u>Third Review Submittal Final Design</u>: After the 100% Design Review, the comments generated during the 100% Design Review shall be incorporated in the Final Design Submittal. The contractor shall submit the following documents for the design complete submittal:
  - 1. Six (6) copies hardcopy of drawings
  - 2. Six (6) copies hardcopy of specifications
  - 3. Six (6) copies hardcopy of design analysis
  - 4. Six (6) copies hardcopy of annotated 100% review comments
  - 5. Two (2) copies CD of CADD, specification and design analysis files
- 2.3 At the end of Mid-point and 100% design review stages, a face to face meeting between the contractor and the Government is required. The meetings shall be held at YPG Building 308 2<sup>nd</sup> floor conference room. The purpose of the meetings is to review and coordinate the design effort and clarify design review-comments between designers and the Government. Design stage includes design submittals by the contractor and review and acceptance of the design by the Government.
- 3. QUANTITY AND FORMAT OF DESIGN SUBMITTALS: The contractor shall submit three (3) sets of full size drawings on size ARCH D (24"x36") sheets and three (3) half size drawings on size 11"x17" sheets with YPG title block, six (6) sets of design analysis on 8 ½"x 11" bond paper, and six (6) sets of specifications on 8 ½"x 11" bond paper for review for each review stages unless noted otherwise. The contractor shall also provide electronic copies of the design submittals on CD (2) at Final Design submittal. The drawings shall be generated in AutoCAD 2000 or later. The specification shall be Unified Facilities Guide Specifications (UFGS). Submittal specifications shall be in Microsoft Word format. All electronic media shall be submitted on CD's.
- 3.1 Design and as-built drawings shall be submitted prior to and upon completion of construction.
- 3.2 Required Specification Submittals

Design submittals to include following specification sections from Unified Facilities Guide Specifications (UFGS). Design contractor is encouraged to use abbreviated specifications denoted as ####A.

0275A Concrete Pavements for Small Projects

06200A Finish Carpentry

07212N Fiberglass Batt Insulation 07410N Metal Roof and Wall panels 07142Non Structural Metal Roofing07611NStanding Seam Roofing08110Steel Doors and Frames

09250 Gypsum Board 09310 Ceramic Tile 09510 Acoustical Ceiling 09900A Paint General 10153 Toilet Partitions 10800 Toilet Accessories

4. ABBREVIATIONS

AATCC American Association of Textile Chemists and Colorists

ADA Americans with Disabilities Act
ANSI American National Standard Institute

ASTM American Society for Testing and Materials

ASHRAE American Society of Heating, Refrigerating, and Air Conditioning

Engineers

AWWA American Water Works Association
CABC Council of American Building Officials

NAPHCC National Association of Plumbing-Heating-Cooling Contractors

MSS Manufacturers Standardization Society of the valve and fittings Industry SMACNA Sheet Metal and Air Conditioning Contractors National Association

UFG Unified Facilities Guide IBC International Building Code

AISC American Institute of Steel Construction
COR Contracting Officer Representative

CO Contracting Officer

# C. <u>DESIGN REQUIREMENT</u>

# A. General

#### **DIVISION 1: GENERAL REQUIREMENTS**

- 1. Contractor shall provide design drawings that are stamped and signed by a licensed structural engineer and an architect as well as other engineering disciplines. Drawings to include at minimum complete foundation design, roof framing plan, and any other structural details needed to construct the building such as shear wall panel sizes and locations, and locations of firestops.
- 2. The contractor shall provide all material submittal to the COR for review and approval.
- 3. Design data: Design of the building shall comply with the latest edition of the following codes and standards:

International Building Code (IBC)
International Plumbing Code (IPC)
International Mechanical Code (IMC)
American Concrete Institute (ACI) standards
National Electric Code (NEC)
Fire Protection Engineering for Facilities (UFC 3-600-01)
DoD Minimum Antiterrorism Standards for Buildings (UFC 4-010-01).
AISC Manual of Steel Construction
ADA American Disability Act

**UFGS Uniform Federal Guide Specification** 

Design Guide: Recreation Centers (UFC 4-740-11AN)
Design: General Building Requirements (UFC 1-200-01)

4. Load data: Design of the buildings shall be based on the following loads:

Dead load: roof: 20 psf
Live load: roof: 20 psf
Seismic load: zone 4
Wind load: 90 mph
Snow load: not applicable

Soil pressure: net allowable bearing capacity shall be as recommended by soil investigation report.

5. All materials used shall be asbestos and lead free.

# B. Civil

# **DIVISION 2: SITEWORK**

1 Topographic Survey:

The contractor is responsible for all surveying work associated with this project. Surveying shall be accomplished by a registered professional surveyor in the state of Arizona.

- 2 Geotechnical Support for Design
- 2.1. Design and construction shall be supported with appropriate geotechnical engineering. The Contractor shall secure the services of a competent and reputable Geotechnical Engineering consultant firm to provide the basis for design for foundations, pavements, utility earthwork, grading, and other geotechnical related items. The Geotechnical Engineering Firm shall prepare and submit a Final Geotechnical Report through the Contractor to the Government. The final Geotechnical Report shall be based on site-specific explorations (drill holes, cone penetration tests, and trenches) as well as field and laboratory testing as required. All field and laboratory work shall be conducted in accordance with appropriate ASTM Standards. The Contractor shall be notified of errors and /or incomplete work. Incomplete work is defined as not meeting the standards outlined herein. No additional compensation shall be forthcoming for the correction of errors or incomplete work.

#### 3 Earthwork:

- 3.1. General. During construction, minimize disturbed areas. Stockpile and protect excavated soils from wind and water erosion. Replace unsatisfactory materials with satisfactory borrow material as required. The construction site shall be graded and compacted to drain away from the building/structure. Elevation of the finished floor of the new building shall be a minimum of 12-inches higher than the surrounding area.
- 3.2. BORROW. The Contractor shall be responsible to provide borrow material at the Contractor's expense. There is an untested source of borrow material which the Contractor shall test for suitability. If the Contractor finds this material is acceptable to himself and the Contracting Officer, this material may be used. This borrow pit in question is located approximately 10 miles northeast of the project site and easily accessible via paved and unpaved roads. The Contractor shall find the most cost effective borrow site as approved by the Contracting officer.
- 4 Backfill and Compaction

- 4.1. Utility trenches shall be backfilled at least six inches above the pipe with well-graded sand. The rest of the backfill shall be satisfactory material that is free of stones larger than ½" in any direction and shall be placed in layers not greater than 8-inch loose thickness. Compaction shall be to 95% per ASTM D 1557 and shall be tested every 50 feet or fraction thereof.
- 4.2. Sub-grade under building slabs, footings, and pavement shall be compacted to 95% per ASTM D 1557 and shall be tested for every 750 square feet or fraction thereof.
- 4.3. Sub-grade under sidewalks shall be compacted to 90% and shall be tested for every 750 square feet or fraction thereof.

#### 5. Trenches

Water and sewer lines shall be backfilled to provide a minimum of 3'-6" cover. Direct burial cable and conduit or duct lines for communications and electrical systems shall have a minimum cover of three feet.

#### 6. Marking tape

Plastic marking tape shall be installed above communications, electric, water, and sewer lines. Marking tape shall be acid and alkali-resistant polyethylene film at least six inches wide. The tape shall be able to be detected by a metal detector when buried up to three feet deep. Tape color shall be orange for communication lines, red for electric lines, blue for water pipes, and green for sewer pipes. Tape shall be printed with name of the specific utility. Tape shall be installed directly above the pipe, at a depth of 18 inches below finish grade.

#### **DIVISION 3: CONCRETE**

- 1. All concrete shall have a minimum 3000-psi compressive strength at 28 days. Batch tickets shall be provided for each truck of concrete delivered. Slump shall be a minimum of 1 inch and a maximum of 3 inches and shall be determined per ASTM C 143. Compressive strength specimens 6 by 12 inch cylinders shall be fabricated by the Contractor and laboratory cured in accordance with ASTM C 31 and tested in accordance with ASTM C 39. Temperature of each batch shall be tested. Temperature of concrete shall not exceed 80 degrees F if the humidity is less than 40%, 85 degrees F if humidity is 40-60% or 90 degrees F if the humidity is greater than 60%. At least one set of test specimens shall be made for compressive strength on each different concrete mixture placed each day.
- 2. Mixed concrete shall be discharged within 90 minutes or before the mixer drum has revolved 300 revolutions, whichever comes first after the introduction of the mixing water to the cement and aggregates. When the concrete temperature exceeds 85 degrees F, then time shall be reduced to 45 minutes. Concrete shall be deposited as close as possible to its final position in the forms with no vertical drop greater than 5 feet. Immediately after placing, each layer of concrete shall be consolidated by internal vibrators, except for slabs 4 inches or less. Slabs 4 inches or less shall be consolidated with vibrating screeds. Grate tampers ("jitterbugs") shall not be used.
- 3. Fine and coarse aggregates shall conform to the quality and gradation requirements of ASTM C 33.
- 4. Concrete reinforcing shall conform to ASTM A615, grade 60.

# **DIVISION 4: MASONRY**

1. Brick exterior shall match existing brick in size, dimension, and color. Brick shall conform to ASTM C62.

# **DIVISION 5: METALS**

1. Interior walls shall be constructed with metal stud in accordance with the requirement of UFGS specification, lasted addition.

# C. Architectural

# **DIVISION 6: WOODS AND PLASTICS**

1. Flooring shall be a floating wood floor.

#### **DIVISION 7: THERMAL AND MOISTURE PROTECTION**

- 1. Insulation
- 1.1. Roofs shall have R-38 min batt insulation. Insulation shall be installed at the roofline. Insulation shall be properly attached to prevent sagging and obstruction of other mechanical equipment above the ceiling area.
- 1.2. Exterior wall shall have R-19 min batt insulation.
- 1.3. All interior walls shall be metal stud.
- 2. Roof
- 2.1 The roof shall be a standing seam metal roof. The roof system, including framing members and connections, shall be designed and stamped by a licensed Architect or Structural engineer. Roof panels shall be designed to move in response to the expansion and contraction forces resulting from a total temperature range of 220 degrees F during the life of the structure. Details of the installation shall be provided by the roofing manufacturer.
- 2.2. Roof panels and accessories shall have a polyvinylidene fluoride topcoat of not less than 0.7 mil dry film thickness on a primer coat of not less than 0.2 mil thickness. Roof panels shall be not less than 12" and a maximum of 24". The standing seam shall be no less than 2" and a maximum of 3". The gauge of the standing seam roof shall be 22 gauge. The color in accordance with the Installation Design Guide shall be Installation Design Standards and/or Pantone A&I number 18-1444 TPX, process number 83-3C.
- 3. Provide 20 year certificate of warranty against leaks and workmanship on roof assembly from roof manufacturer.

# **DIVISION 8: DOORS AND WINDOWS**

- 1. Doors
- 1.1. Exterior doors shall be 3'-0" x 6'-8" x 1 ¾" insulated metal. Frames shall be continuously welded frame face at corner joints, painted, and shall be extra heavy duty (Grade III).

- 1.2. Interior doors shall be 3'-0" x 6'-8" x 1/2" tempered glass doors. Frames shall be continuously welded frames at corner joints, painted, and shall be heavy duty (Grade II).
- 1.3. Door and frames shall be factory primed.
- 2. Door Hardware
- 2.1. All hardware shall be Grade 1 in accordance with the appropriate BHMA standard.
- 2.2. Lock cylinders shall comply with BHMA A156.5. Lock cylinder shall have six pin key removable type cores. All keyed cylinders must be fully interchangeable with "best" removable core system. Cylinders shall be provided by the best lock corporation. Contractor shall provide the permanent cores and three blank keys for each lock. The contractor may install construction cores during construction. YPG personnel will key and install permanent cores furnished by the contractor, after acceptance of the buildings. Each building shall be supplied a key control storage box for a capacity of 20 keys.
- 2.3 All knobs shall be ADA compliant.
- 2.4. Hardware for exterior doors shall include extra-heavy duty stainless steel hinges, thresholds; door closers, kick plate, weatherstripping, and a lock with a 1" throw dead bolt. Panic hardware shall be provided as required by the codes listed in Division 1.
- 2.5. All doors with hinges for reverse bevel doors shall have nonremovable pins.
- 2.6. All doors shall be pre-drilled and installed with a minimum of three rubber silencers. Stick-on types are unacceptable.
- 2.7. All doors shall have floor-mounted doorstops.

# **DIVISION 9: FINISHES**

- 1. Gypsum Wallboard
- 1.1. All interior walls shall be 5/8" impact resistant type "X" gypsum board unless otherwise noted.
- 2. Painting
- 2.1 All exposed unfinished surfaces unless noted otherwise shall be painted per paint specifications.
- 3. Wood floor shall be sealed with a non-combustible sealer.

**DIVISION 10: SPECIALTIES** 

**NOT USED** 

**DIVISION 11: EQUIPMENT** 

**NOT USED** 

**DIVISION 12: FURNISHINGS** 

D. Mechanical

# **DIVISION 15: MECHANICAL**

#### 1.GENERAL:

- 1.1. No asbestos or lead shall be used in any product on this project.
- 1.2. Contractor shall supply cut sheets of all equipment and materials specified in the specs.
- 1.3. Specifications and drawings shall be stamped by a registered mechanical engineer.

#### 2 HVAC

- 2.1Three copies of the O&M manuals shall be supplied at time of final walk through.
- 2.2 Work shall be performed in accordance with the manufacturer's published diagrams, and equipment warranty requirements.
- 2.3 Drawings shall consist of equipment layout including assembly and installation details and electrical connection diagrams; ductwork layout showing the location of all supports and hangers, typical hanger details, gauge reinforcement, reinforcement spacing rigidity classification, and static pressure and seal classifications; and piping layout showing the location of all guides and anchors, the load imposed on each support or anchor, and typical support details; equipment schedules, duct schedules, and register schedules. Drawing shall include any information required to demonstrate that the system has been coordinated and will properly function as a unit and shall show equipment relationship to other parts of the work, including clearances required for operation and maintenance.
- 2.4 Materials and equipment shall be standard products of a manufacturer regularly engaged in the manufacturing of such products. The standard products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. All electrical work shall be in accordance with the National Electrical Code (NEC).
- 2.5 All HVAC systems shall be tested, adjusted, and balanced in accordance with AABC criteria. The TAB contractor shall be a member of AABC. Final report shall have schematic drawings showing each system component, including balancing devices. The setting of all HVAC adjustment devices and duct test ports shall be permanently marked. Contractor shall supply original plus two copies of the final report 10 working days after testing is complete.
- 2.6 Design: Heat gain and loss calculations for new air conditioning equipment shall be a minimum, in accordance with the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Load Calculation methodology. A new chiller unit and required number of fan coil units shall be provided to supply the new addition of 2,729 square feet based upon the air conditioning needs for the fitness center occupancy addition. The HVAC system shall comply with UFC 3-410-01FA (Design: Heating, Ventilating, and Air Conditioning, dated May 15, 2003) and UFC 4-740-11AN (Design Guide: Recreation Centers, dated March 1, 2005). The HVAC system control system shall comply with UFC 3-410-02A (Design: Heating, Ventilating and Air Conditioning (HVAC) Control Systems, dated May 15, 2003). HVAC system construction shall not proceed until HVAC final design has been reviewed by YPG Public Works Department.
- 2.7 Load Calculations. Computer generated load calculations for the new air conditioning/ heating units shall be performed. Computer-generated load calculations shall be provided, and shall include complete input and output summaries. Room air flow requirements shall be computed based upon the fitness center room load. The design shall be based on the heating and cooling loads as well as room airflow requirements computed for the fitness center occupancy and the building orientation. Internal loads shall be included in the load calculations in accordance with ASHRAE

- recommendations for analysis corresponding to the specific occupancy at the site. Load calculations and other design documents shall be submitted and reviewed by YPG Public Works Department prior to commencing work on the HVAC system.
- 2.8 All heating and cooling equipment proposed and installed in this contract shall bear the Energy Star Label where applicable.
- 2.9 Equipment shall comply with the requirements of American National Standards Institute (ANSI), Air Conditioning and Refrigeration Institute (ARI), American Society for Testing and Material (ASTM), National Electric Manufacturers Association (NEMA), National Fire Protection Association (NFPA), Underwriters Laboratories, Inc. (UL) or other national trade associations as applicable. Testing, adjusting and balancing of HVAC system shall be accepted only after the required performance has been demonstrated.
- 2.10 Energy conservation as it relates to equipment operating costs will be considered in the evaluation process. Additional consideration in the technical evaluation will be given to designs which include higher than minimum efficiency equipment.
- 2.11 Heating and Cooling System. An air-cooled chiller system shall be sized, installed and balanced to provide chilled water to fan coil units to provide for cooling of the new addition. Fan coil units shall provide for heating also based upon demand. Refrigerant piping, valves, fittings, controls and accessories shall conform to the requirements of ASHRAE 15 and ASME B31. Refrigerant condensate and chilled water lines shall be insulated with approved rigid polyurethane foam insulation. Fan coil units shall have drip trays installed below provided with drainage to an approved french drain at the ground level to prevent standing water or puddling.
- 2.12 HVAC equipment shall not be located on the roof. New chiller unit shall be located outside, concrete pad mounted, adjacent to new mechanical room in the area indicated on the drawing. Chiller unit shall have a minimum wall to unit distance on all sides per manufacturers' recommendation.
- 2.13 Heating and Cooling System. Refrigerant piping, valves, fittings, controls and accessories shall conform to the requirements of ASHRAE 15 and ASME B31.5.
- 2.14 Provide 78 degrees F indoor air at 115 degrees F outside for summer temperatures and 68 degrees F indoor at 39 degrees F outside for winter. Design for the fitness facility addition shall be adequate to accommodate a room load of 50 people. The detailed load calculations are to be reviewed by YPG Public Works prior to approval of equipment installation.
- 2.15 Unacceptable systems. Room unit heaters; space heaters, room (window) air conditioning units; floor furnaces, gravity warm air systems and independent electric resistance heaters are not permitted.
- 2.16 Air Distribution. Provide systems conforming to the recommendations of the ASHRAE Air Distribution Manual. The main ducts shall be run directly from the fan coil units. Sufficient make-up air shall be provided for in the HVAC system to account for the fitness center occupancy.
- 2.17 Supply diffusers. Ceiling supply diffusers shall be located to ensure proper distribution of air flow throughout and to avoid "dead spots". Diffusers shall be provided with air deflectors as required for proper air flow in the space. Plastic diffusers are prohibited. Diffusers shall be positioned horizontally.
- 2.18 HVAC Ductwork. All supply and return air ducts shall be metal. Plastic of spiral flex duct will not be acceptable. All aspects of metal duct work construction shall comply with SMACNA-06. Each supply and return branch shall have a balancing damper; however, not at the register. Duct detectors

- shall be placed in Fan Coil AHU ductwork according to NFPA 72, per UFC 2-600-01 (Design: Fire Protection Engineering for Facilities, dated April 17, 2003) and in accordance with the YPG fire marshal when the air flow rates are greater or equal to 2,000 CFM.
- 2.19 Ducts shall be airtight with no visible or audible leaks to ensure quiet, economical system performance.
- 2.20 Fire dampers shall be located and installed in accordance with NFPA requirements, and shall conform to the requirements of UL 555.
- 2.21 Thermostats per location on drawing as representative. Locating a thermostat on the wall where it is subject to unrepresentative temperatures is unacceptable.
- 2.22 Thermostats shall be Energy Star labeled where applicable.
- 3. PLUMBING
- 3.1 Plumbing shall be in accordance with the International Plumbing Code (IPC) 2003. Plumbing system shall also comply with UFC 3-420-01FA, Design: Plumbing, dated 15 May 2003.

# E. Electrical

#### **DIVISION 16: ELECTRICAL**

- 9-1 Conformance to code. The electrical system shall be installed in compliance with the rules and recommendations of the National Electrical Safety Code, NFPA 70, National Electric Code (NEC), and applicable model codes, whichever is more stringent.
- 9-2 Existing electrical supply shall be utilized to energize the building addition. Power transformer, designated "T33", rated 300KVA, 4160V, 3 phase, 3 wire delta on primary, 277/480V, 3 phase, 4 wire on secondary, shall have an additional circuit added to the transformer secondary and routed to panelboard designated "D". Panelboard "D" shall be rated for 277/480V, 3 phase, 4 wire, 200A. A dry-type transformer, designated "T3" shall be installed, rated 15KVA, 480-120/240V, single phase, 3 wire. This transformer shall be wired to Panelboard "E", which shall be rated 120/240V, single phase, 3 wire, 100 amperes. Panelboards shall be of dead-front construction, NEMA PB 1 and UL 67. Panelboards shall have main disconnecting breakers installed.
- 9-3 Underground conduit shall be pvc scheduled 40. Conduit depth shall be in accordance with NEC table 300-5. Sweeps shall be long radii where applicable. Exposed conduit shall be Electric Metallic Tubing (EMT).
- 9-4 Lighting Fixtures and exit lights. Install surface troffer fluorescent fixtures, which have 2-lamps per fixture. Ballasts are to be electronic type, with a lamp type F32T8. Install and wire 2 LED stencil face exit signs, with red letters on a white background, with battery backup. In all areas, lighting is to be controlled by installing 20 ampere rated three-way switches located in the vicinity of one entrance and one exit door. All lighting is to be rated for 277 volts alternating current. All switch wallplates shall be composed of stainless steel.

- 9-5 Receptacles. All receptacles are to be duplex type, rated 20 amperes, 125 volts alternating current. Install all receptacles in accordance with NEC 410 L. Receptacles installed in the floor shall be provided with a brass cover plate and self-closing lids. All receptacle wallplates shall be composed of stainless steel.
- 9.6 Conductors. Conductors shall be THHN type, rated 600 volts. No aluminum conductors are to be used.
- 9.7 Wire sizing. NEC table 310-16 shall be utilized for correct sizing of conductors.
- 9.8 Conduit. Conduit used for interior building wiring shall be Electrical Metallic tubing and shall be installed within the guidelines of Article 348 of the NEC. All boxes and fittings used shall be in accordance with Article 370 of the NEC.
- 9.9 All fire detection and alarm systems shall coordinate with YPG's existing radio coded system, and include all existing fire code safety system requirements. Currently a Sensiscan 1000 by Firelite Alarms Inc. is installed in the gymnasium. Design and installation of manual pull stations and horn strobes shall be provided in accordance with NFPA 72 (2002) standards and UFC 3-600-01 (Design: Fire Protection Engineering for Facilities, dated 17 April 2003 with change 16 January 2004). See Mechanical Section (Division 15) for details on duct detector placement if required.
- 9.10 Heating Ventilation and Air Conditioning. All air conditioning conductors for equipment shall be Selected from NEC tables 310-16 through 310-19 or calculated in accordance with section 310-15 as applicable. A UL, NEC approved outdoor raintight safety fused disconnect switch, rated 115% for rated load condition shall be installed within sight and readily accessible of refrigerating equipment on the building exterior. Additional information on fan coil units shall be obtained from Article 440 of NEC, 1999 edition.

End	٥f	Section
Ena	OI	Section

# Section E - INSPECTION AND ACCEPTANCE

# CLAUSES INCORPORATED BY REFERENCE

52.246-12 Inspection of Construction

AUG 1996

# Section F - DELIVERIES OR PERFORMANCE

# CLAUSES INCORPORATED BY REFERENCE

52.242-14 Suspension of Work

APR 1984

# Section G - CONTRACT ADMINISTRATION DATA

# CLAUSES INCORPORATED BY FULL TEXT

# INSTRUCTIONS TO PAYING OFFICE AND ADMINISTRATIVE CONTRACTING OFFICE

a.	The Contracting Office representative is:
	Name: Erik Reta
	Organization Code: SFCA-SR-YM
	Telephone Area Code and Number: 928-328-6163
	DSN:899-6163
	FAX:928-328-6849 DSN 899-6849
	Email: erik.reta@yuma.army.mil
b.	It is anticipated that payment to the contractor will be made by government credit card.
c.	Paying office information: See SF 1442, Block 27

#### Section H - SPECIAL CONTRACT REQUIREMENTS

#### CLAUSES INCORPORATED BY FULL TEXT

# H2. INSURANCE (Fixed Price Contract)

Pursuant to the requirements of the contract clause titled "Insurance-Work on a Government Installation", the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

- a. Workmen's Compensation and occupational disease coverage as required by law except that, if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's Compensation Insurance shall extend to cover employers' liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.
- b. Comprehensive General Liability Insurance in the minimum limit of \$500,000 per occurrence for bodily injury liability.
- c. Comprehensive Automotive Liability Insurance with minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and a minimum limit of \$20,000 per occurrence for property damage.

# Section I - CONTRACT CLAUSES

# CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal	JAN 1997
	or Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	JUN 2003
	Transactions	
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting	JAN 2005
32.207 0	With Contractors Debarred, Suspended, or Proposed for	VIII ( 2000
	Debarment	
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and RecordsNegotiation	JUN 1999
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing DataModifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
	Notice of Total Service-Disabled Veteran-Owned Small	
52.219-27	Business Set-Aside	MAY 2004
50 000 0		H IN 2002
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime	SEP 2000
50 000 C	Compensation	EED 1005
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for	FEB 1999
	Construction	
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans	DEC 2001
	of the Vietnam Era, and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veteran	sDEC 2001
	Of The Vietnam Era, and Other Eligible Veterans	
52.222-39	Notification of Employee Rights Concerning Payment of	DEC 2004
	Union Dues or Fees	
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
	_	

50 002 6	Denia France Wordenland	MAY 2001
52.223-6 52.223-14	Drug-Free Workplace	MAY 2001 AUG 2003
52.225-14	Toxic Chemical Release Reporting Restrictions on Certain Foreign Purchases	DEC 2003
52.225-15 52.227-1	Authorization and Consent	JUL 1995
52.227-1 52.227-2		AUG 1996
32.221-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1990
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-11	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-12	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment BondsConstruction	JUL 2000
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-17 52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27 52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
32,232-33	Registration	001 2003
52.232-36	Payment by Third Party	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment,	APR 1984
	Utilities, and Improvements	
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 97) -	APR 1984
	Alternate I	
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.243-4	Changes	AUG 1987
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-	SEP 1996
	Price) (May 2004) - Alternate I	
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other	DEC 2004
	Defense-Contract-Related Felonies	
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled	MAR 1998
	By The Government of a Terrorist Country	
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And	APR 1993
	Hazardous Materials	
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 120 days. The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

# 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

#### Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

- (b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--
- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison				
Construction material description	Unit of measure	Quantity	Price (dollars) \1\	
Item 1  Foreign construction material  Domestic construction material				
Item 2 Foreign construction material Domestic construction material				

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

### 52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as

practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

- (c) The amount of the bid guarantee shall be 20% percent of the bid price or \$100,000.00, whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[http://farsite.hill.af.mil/VFFARA.HTM]

(End of clause)

# 252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

- (a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
- (b) The Contractor shall--
- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title File Drawing No.

(End of clause)

- 252.247-7023 Transportation of Supplies by Sea (MAY 2002)
- (a) Definitions. As used in this clause --
- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
- (A) Noncommercial items; or

- (B) Commercial items that--
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;

(5) Port of loading;			
(6) Port of final discharge;			
(7) Description of commodity	;		
(8) Gross weight in pounds ar	nd cubic feet if available;		
(9) Total ocean freight in U.S	dollars; and		
(10) Name of the steamship co	ompany.		
(f) The Contractor shall provi	de with its final invoice under the	his contract a representation that to	the best of its
(1) No ocean transportation w	as used in the performance of the	his contract;	
(2) Ocean transportation was	used and only U.Sflag vessels	were used for all ocean shipments	under the contract;
(3) Ocean transportation was U.Sflag ocean transportation		e written consent of the Contracting	g Officer for all non-
		ments were made on non-U.Sflag	
ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	
TOTAL			
(a) If the final invoice does no	ot include the required represent	tation the Government will reject of	and raturn it to the

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

# Section J - LIST OF ATTACHMENTS

# LIST OF ATTACHMENTS

	OF ATTACHMENTS	
Atachme		Number of Pages
	Canaral Waga Dagisian	5
-	General Wage Decision	3
Tec	hnical Exhibit	
Dro	wings consist:	
Dia	wings consist.	
T1	Title page/ General information	1
C1	Site Plan	1
A1	Floor plan	1
A2	Elevation	1
M1	Mechanical	1
E1	Electrical	1

### Section K - REPS & CERTS AND OTHER STATEMENTS OF OFFERORS

#### CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To	APR 1991
	Influence Certain Federal Transactions	
52.222-38	Compliance With Veterans' Employment Reporting	DEC 2001
	Requirements	
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.247-7022	Representation Of Extent Of Transportation Of Supplies By	AUG 1992
	Sea	

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that --
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
- (i) Those prices,
- (ii) The intention to submit an offer, or
- (iii) The methods of factors used to calculate the prices offered:
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison \_\_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

# 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
- (A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification,

in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 200	52.219-1	SMALL BUSINESS	S PROGRAM REP	RESENTATIONS	(MAY 2004)
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- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220 (insert NAICS code).
- (2) The small business size standard is \$28.5M (insert size standard).
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--
- (i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

# 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

/ \		· ·	. •	
(a	) De	†ını	t1	on.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

- (b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business.
- (c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues
50 or fewer \$1 million or less
51 - 100 \$1,000,001 - \$2 million
101 - 250 \$2,000,001 - \$3.5 million
251 - 500 \$3,500,001 - \$5 million
501 - 750 \$5,000,001 - \$10 million
751 - 1,000 \$10,000,001 - \$17 million
Over 1,000 Over \$17 million
(End of provision)
52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
The offeror represents that
(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
(b) ( ) It has, ( ) has not, filed all required compliance reports; and
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
(End of provision)

## 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- ( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- ( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- ( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094.
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- ( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

- (a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.
- (3) "Significant interest" means --
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtness of a firm.
- (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

### Section L - INSTRUCTIONS, CONDITIONS & NOTICES TO OFFERORS

### **PROPOSAL**

- 1 You shall submit your proposal in accordance with the closing date established
- 2 Your proposal shall remain valid for a period of 60 days from the solicitation closing date unless you insert a different period on the SF 1442.
- 3 Your proposal will consist of the following:
- i) Volume I-Technical/Management—Original + 5 copies (if submitted in hard copy)
- ii) Volume II-Past and Present Performance Proposal—Original + 2 copies (if submitted in hard copy)
- iii) Volume III-Completed SF 1442, Section B Pricing Schedule and all required certifications in Section K.

It is desired that proposal information be submitted electronically. If you do not have the capability, you may submit your proposal hard copy to the issue address in Block 7 of the SF 1442. Proposal may be e-mailed to erikreta@yuma.army.mil

- 4 Content of Proposals:
- 1) Volume I-Technical/Management Proposal—The Technical Proposal shall fully address each of the technical sub-factors states in Section M Evaluation Factors for Award.
- 2) Volume II-Past and Present Performance Proposal—You shall provide the following information on at least five (5) previous contract for related projects within the last three (3) years. You shall provide points of contact and phone numbers for each of the projects submitted along with the following:
  - Contract/Project Number
  - Contract Type
  - Awarded Price/Estimated Price
  - Final Price
  - Period of Performance
  - The Government Contracting activity or commercial entity, point of contact, address and telephone number
  - A technical representative for the activity name address and telephone number
  - A brief description of the project, including an explanation of how the effort is similar to our requirement
  - Summaries of any contract problem, i.e., cure notices, terminations, etc.
- 3) Volume III-Pricing Proposal. A duly authorized officer of your company will sign a complete Section B along with representations and certifications required in Section K.

## CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to OfferorsCompetitive Acquisition	JAN 2004
52.222-5	Davis Bacon - Secondary Site of Work	JUL 2005
52.236-28	Preparation of ProposalsConstruction	OCT 1997

#### CLAUSES INCORPORATED BY FULL TEXT

### 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed-price ontract resulting from this solicitation.

(End of clause)

# 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
[19.6%]	[6.9%]

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- (d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --
- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Yuma County, Arizona.

(End of provision)

### 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Cynthia Ann Ford, Contracting Officer, 301 C. Street, SFCA-SR-YM Bldg 2100 Room 1 Yuma, Az 85365-9498. (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

# 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) An organized site visit has been scheduled for-7:00am 11 August 2005
- (c) Participants will meet at--Directorate of Contracting Bldg 2100 for a site visit

(End of provision)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/Vffar1.htm

(End of provision

#### AC52.223-4000 NOTICE TO OFFERORS – USE OF CLASS I OZONE-DEPLETING SUBSTANCES

- a. In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the clean Air Act (42 U.S.C. 767a(a)), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- b. To comply with this statue, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review, they are identified in Section C or the statement of work of this document.
- c. If offerors possess any special knowledge about any other OSD required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

#### MAGNITUDED OF CONSTRUCTION PROJECT

The magnitude of this construction project is estimated between \$250,000 and \$500,000.

L.33.9000 (Full Text)

Army Contracting Agency Executive Level Agency Protest Program

(a) This contract is eligible for the HQ, Army Contracting Agency (ACA) Executive-Level Agency Protest (ELAP) program, as an alternative to the usual provisions applicable for Agency protests under FAR 33.103. An ELAP is a "PROTEST TO THE AGENCY", within the meaning of FAR 33.103. The ELAP is intended to encourage interested parties to seek resolution of their concerns within ACA, rather than filing a protest with the General Accounting Office (GAO) or other external forum. After an

interested party files an ELAP protest on an ACA procurement to HQ, ACA and while that protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the ACA ELAP protest, the ACA, ELAP protest will be dismissed. A party wishing to file an agency protest may either file a normal agency protest where the resolution is made at the contracting officer's level; or, in the alternative, file an ELAP protest, where resolution is made at HQ, ACA.

- (b) An interested party may file a written protest to the agency under the Executive-Level Agency Protest program for contract solicitations arising and performed within the continental United States. Such Executive-Level Agency protests are limited to objections to any of the following:
- (i) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.
  - (ii) The cancellation of the solicitation or other request.
  - (iii) An award or proposed award of the contract.
- (iv) A termination or cancellation of an award of the contract, if written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.
- © Voluntary Automatic Stay. This clause describes the circumstances under which the ACA voluntarily agrees to stay performance of a contract in consideration of a decision by interested party to file an Army Contracting Agency (ACA) Executive Level Agency Protest (ELAP), as permitted by FAR 33.103(f)(4).
- (1) In standard post-award agency protest, the agency must no proceed with Contract performance, pending resolution of the protest. This known as an "automatic stay" and it mirrors the stay required under a timely post-award protest to the General Accounting Office (GAO) under 31 U.S. Code 3553© and FAR 33.104©(a "Competition in Contracting Act (CICA) Stay"). However, if the agency determines that performance must proceed, based upon the criteria set forth in FAR 33.103(f)(1), the automatic stay maybe overridden. This is known as an automatic stay "override".
- (2) The CICA stay applies only if the GAO protest is filed within 10 days from notice of award, or within 5 days of a required debriefing. A firm may file an agency protest and, if it is dissatisfied with the agency's protest decision, may wish to file a follow-on GAO protest. Under normal circumstances, a protester that goes to the GAO after receiving an adverse agency decision will find that the GAO may take jurisdiction and actually render a recommendation but that the CICA Stay no longer applies.

## L.33-9000 (continued)

(3) The ACA voluntarily agrees to stay performance of a contract when an interested party files a timely protest under ELAP Program. Should the interested party disagree with the ACA's resolution of an ELAP protest, it may utilize another protest forum without prejudice. The ELAP Voluntary Automatic Stay extends the protester's right to preserve the status quo pending resolution of all protests with resepect to a particular contract action. In return for the protester's initially filing its protest as an ELAP instead of with the GAO, the contracting officer agrees that, if the protester ultimately disagrees with the ELAP decision and files a GAO protest, the agency will agree not to proceed with performance just as it would have done if the protester had filed its protest with the GAO right from the start. This means that in an ELAP protest, the agency may override the stay under the same standards and

curcumstances as would have applied if the protest had originally been filed with the GAO, or to seek other relief related to the action.

- (d) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (g) of this clause for resolution of protests, or, with the ACA Chief Counsel at HQ, ACA at, 5100 Leesburg Pike, Suite 302, Falls Church, VA 22041-3201.
- (e) For the purpose of filing an ELAP protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. The ACA Chief Counsel is the ELAP Protest Decision Authority.
- (f) An ELAP protest must include the protester's name, address and telephone number, including fax number; the solicitaion or contract number, identity of the contracting activity and the contractacting officer's name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of contracting officer's does not consitute gropunds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protest must be signed by an authorized representative of the protester and must state it is an ACA Executive-Level Agency Protest.
- (g) Executive-Level Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer (address as follows) by obtaining written and dted acknowledgement of receipt from \_ Cynthia Ann Ford, Contracting Officer, 301 C. Street, SFCA-SR-YM Bldg 2100 Room 1 Yuma, Az 85365-9498. (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

### Section M - EVALUATION FACTORS FOR AWARD

### BASIS FOR AWARD

M.1—Basis for Award

The Government will make award to the responsible contactor whose offer conforms to the solicitation and is determined to be the most advantageous to the Government considering price and non-price factors as stated herein. Proposals will be evaluated on the following non-price factors. Accordingly, the Government reserves the right to award to other than the low offeror based on the following criteria:

Past Performance Technical/Management Schedule

Past Performance and Technical/Management are equal. They are also significantly more important than cost.

## M.2—Evaluation Approach

- a. General-Careful, full and impartial consideration will be given to all proposals received in response to this solicitation. Final evaluation of the technical/management merit will be based on a color-coding system with narrative support. The performance risk and cost analyses will receive narrative ratings. The objective of the evaluation is to determine which proposals offer the best overall value to the Government in the performance of this contract.
- b. Procedures. Each offeror is required to submit a proposal consisting of technical volume, past performance volume and a cost proposal volume. The proposals will be evaluated in accordance with the evaluation criteria set forth below. We anticipate award to be made without discussions. However, any discussions deemed necessary by the Contracting Officer may be conducted, final evaluation completed and award will be made to the offeror that represent the best value for the Government.
- c. Source Selection Evaluation—Proposal will be evaluated by the following:

The Proposal Evaluation Board (PEB) will evaluate the technical/management proposals in accordance with the criteria below.

The Performance Risk Assessment Group will evaluate past performance information
The contracting Officer has the responsibility of determining fair and reasonable prices of the proposals.

d. Evaluation. In this solicitation, past performance and technical/management are equal and together they are far more important than cost. The award decision will take the results from the evaluations and the relative price into consideration to determine the final awardee. Unreasonable costs or a history of poor performance can make the most meritorious technical proposal not the best value; further, as non-price factor evaluation tend to equalize, cost difference become more significant.

#### M.3—Evaluation Factors and Sub-Factors

The evaluation factors for this requirement are Past Performance, Technical/Management and Cost. Each evaluation factor is further discussed below.

a. Technical/Management: Technical/Management will be evaluated in accordance with the subfactors cited below using the following color code.

**Purple:** A comprehensive and thorough proposal that significantly exceeds in all aspects the standard for evaluation; very high probability for success; no deficiencies or weaknesses exist.

**Green:** A proposal that demonstrates competence and exceeds in one or more major areas of the standard for evaluation; high probability of success; no significant deficiencies and only minor correctable weaknesses exist.

**Blue:** A proposal that meets in all aspect the standard for evaluation; good probability of success; no significant deficiencies and any weaknesses can be readily corrected.

**Yellow:** A proposal that fails to meet one or more aspects of the standard for evaluation; proposal has a low probability of success. Major deficiencies and/or significant number of weaknesses that may be improved or corrected through discussions.

**Red:** A proposal that fails to meet the minimum requirement of the standard for evaluation; proposal needs major revision to make it acceptable.

Technical/Management proposals must respond to the following three (3) sub-factors. Standards for the blue, or "met", levels are provided with each sub-factor. The sub-factors are of equal importance.

**Sub-Factor 1: COMPANY EXPERIENCE**—To obtain a blue rating, the proposal must demonstrate that you and any proposed sub-contractor(s) have a minimum of three (3) years of experience with similar design, renovation and construction efforts **or** evidence of successful completion of three recent similar projects with a gymnasium addition. The proposal must also demonstrate your full understanding of the appropriate construction sequence for this type of project.

**Sub-Factor 2: JOB SUPERINTENDENT**—In order to receive a blue rating, the proposal must demonstrate that your proposed on-site superintendent has a minimum of five (5) years supervision experience in managing similar design, renovation and construction efforts. The proposal must demonstrate that the proposed on-site superintendent fully understands the appropriate construction sequence for the type of gymnasium addition required. Resumes with references are required to demonstrate qualifications.

**Sub-Factor 3: PROJECT SCHEDULE**—In order to receive a blue rating, the proposed detailed work schedule must demonstrate a thorough understanding of the project to include coordination of the trades and reasonable plan for timely project completion.

b. Past Performance is associated with the offerors likelihood of success in performing the requirement of the contract by the offerors record of past performance.

- Past Performance is assessed by the Performance Risk Assessment Group (PRAG) and is assigned a narrative rating in the performance risk facotr of the evaluation. Past performance assessment will be based on the quality of your past performance as well as that of any of your proposed subcontractors, if any, as it relates to the probability of successful accomplishment of the required effort. When assessing past performance, we will focus our inquiry on your past performance and your proposed subcontractors, if any. We will inquire on areas of cost, schedule and performance, including your records of conforming to specification and to standards of good workmanship.
- A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, you are reminded to include all relevant past efforts, including demonstrated corrective actions, in the proposal. A lack of a performance record may therefore result in an unknown risk rating. Additionally, non-submission of this required past and present performance as a separate volume may result in rejection of the proposal.

c. The proposed price will be evaluated by the Government and provided in a narrative format. Award will be based on the total price for design and construction of the gymnasium addition.

WAIS Document Retrieval

GENERAL DECISION: AZ20030001 06/17/2005 AZ1

Date: June 17, 2005

General Decision Number: AZ20030001 06/17/2005

Superseded General Decision Number: AZ020001

State: Arizona

Construction Types: Building

Counties: Coconino, Maricopa, Mohave, Pima, Pinal and Yuma

Counties in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification	Number	Publication	Date
0		06/13/2003	
1		03/19/2004	
2		04/30/2004	
3		08/06/2004	
4		09/03/2004	
5		10/15/2004	
6		02/11/2005	
7		03/11/2005	
8		04/15/2005	
9		06/17/2005	

## \* CARP0408-001 07/01/2004

Rates	Fringes
20.00	4.92
Rates	Fringes
15.05	3.20
	20.00

ELEC0570-003 12/01/2004

PIMA, PINAL (Southern Part), AND YUMA COUNTIES

	Rates	Fringes
Electrician/Wireman		
Zone 1\$	19.15	14.4%+4.58

# ZONE DEFINITIONS:

Zone 1: 0 to 29 miles radius from City Hall in the following cities: Tucson, Benson, Bisbee, Clifton, Douglas, Morenci, Nogales, Parker, Safford, Sierra Vista & Yuma.

Zone 2: Over 29 miles to 46 miles - add \$1.25 to Zone 1 rate.

Zone 3: Over 46 miles - add \$3.75 to Zone 1 rate.

ELEC0640-005 01/01/2004

COCONINO, MARICOPA, and PINAL (Area North and West of the boundary line beginning at a point where Papago Indian Reservation Road No. 15 crosses the Pima-Pinal County line, then Northeasterly on Road No. 15 to the intersection with Highway FAS-267, extending North on FAS-267 to the intersection with Florence Canal, North & East on Florence Canal to the intersection of the line "Second Guide Meridian East" then North to the Maricopa-Pinal County Lines) COUNTIES

	•	
	Rates	Fringes
Electrician/Wireman\$	21.55	3%+5.22
ENGI0428-003 06/01/2004		
	Rates	Fringes
Power Equipment Operator (2) Crane under 15 tons\$ (3) Crane,15 tons to 100	20.11	6.48
tons\$ (4) Crane, 100 tons and over\$		6.48 6.48
IRON0075-002 08/01/2004		
	Rates	Fringes
<pre>Ironworker, Structural   Zone 1:\$</pre>	20.66	12.60
Zone 1: 0 to 50 miles from City Ha Zone 2: 050 to 100 miles - Add \$1 Zone 3: 100 to 150 miles - Add \$2 Zone 4: 150 miles and over - Add	.50 .75	Phoenix or Tucson
LABO0383-005 06/01/2004		
	Rates	Fringes
Laborer (Brick/Block Tender)\$	13.07	4.20
PAIN0086-003 10/01/2004		
	Rates	Fringes
Painter\$	16.95	2.95
PAIN1610-001 07/01/2004		

	Rates	Fringes		
Glazier	.\$ 19.89	3.70+a		
FOOTNOTE:  a. Two weeks paid vacation after one year of service				
PLUM0469-003 07/01/2004				
COCONINO, MARICOPA, MOHAVE, AND	YUMA COUNT	TIES		
	Rates	Fringes		
Plumber/Pipefitter	.\$ 25.75	9.95		
ZONE DEFINITIONS FOR PIPEFITTERS	, PLUMBERS	S, STEAMFITTERS		
ZONE 1: Area within a 20 mile radius of the center of the following towns: Flagstaff, Holbrook, Kingman, Lake Havasu City, Prescott, Show Low, Springerville, St John's, Winslow, and Yuma; and the area within a 40 mile radius of the center of Phoenix.				
ZONE 2: Area outside the above basic hourly rate.		add \$3.00 to Zone 1		
PLUM0741-003 07/01/2004				
PIMA AND PINAL COUNTIES				
	Rates	Fringes		
Plumber/Pipefitter		9.59		
* SFAZ0669-001 01/01/2005				
	Rates	Fringes		
Sprinkler Fitter, Fire	•	11.75		
SHEE0359-002 08/01/2003				
PIMA and PINAL (South of the 33r	d Parallel	.) COUNTIES		
	Rates	Fringes		
Sheet Metal Worker (Including HVAC)				
Zone 1				
ZONE DEFINITIONS:				
Zone 1: 0 to 35 miles from the Zone 2: Over 35 miles from the	City Hall	in Tucson		
SHEE0359-003 07/01/2004				

COCONINO, MARICOPA, MOHAVE, PINAL (North of the 33 rd Parallel), and YUMA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC)\$		3%+9.30
SUAZ2004-001 01/14/2004		
	Rates	Fringes
Cement Mason/Finisher\$ Laborers	15.25	5.01
Concrete Worker\$	8.88	0.00
Form Setter\$	9.63	0.00
General/Cleanup\$	11.37	2.91
Waterproofing\$	12.59	0.00
Plasterer\$	15.00	0.00
Power Equipment Operator		
Backhoe\$	14.78	0.00
Tile Finisher\$	11.00	0.00
Tile Setter\$	14.98	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\_\_\_\_\_\_

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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## WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

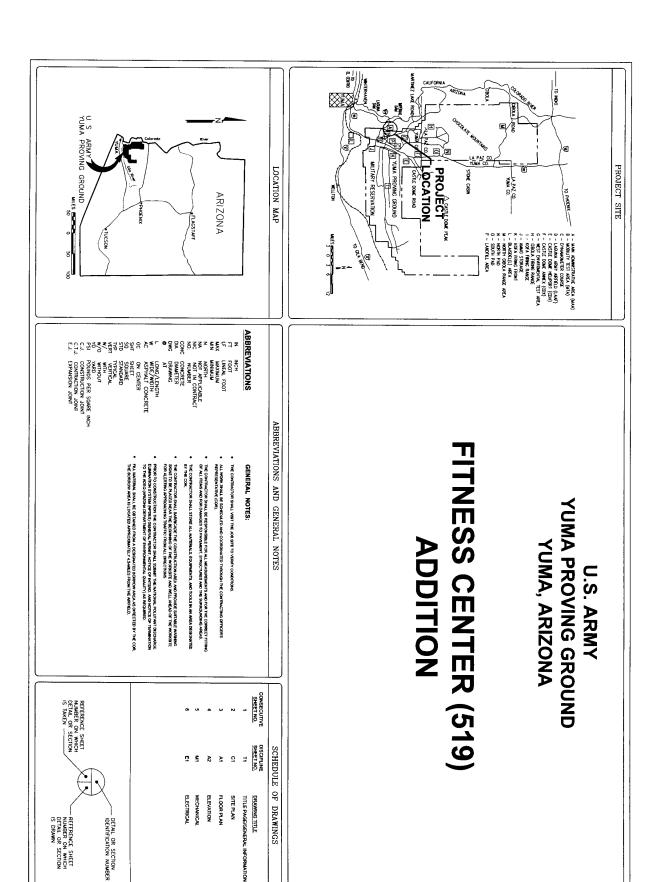
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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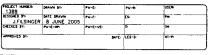
END OF GENERAL DECISION



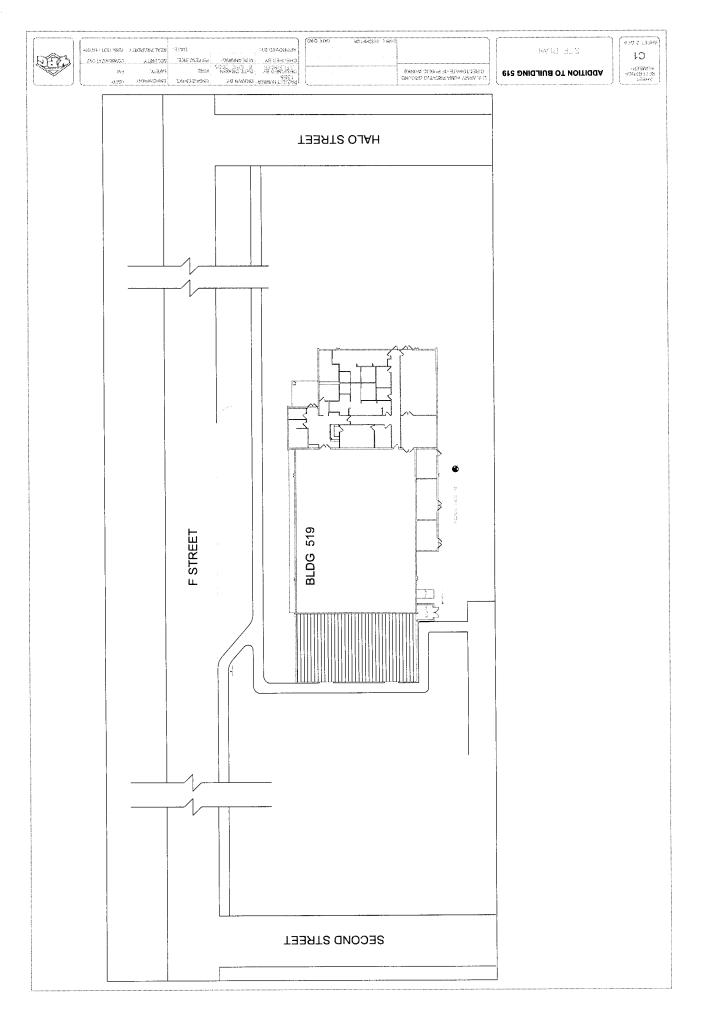
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SHEET 1 OF 6

FITNESS CENTER (519)
ADDITION
TITLE PAGE/GENERAL INFORMATION

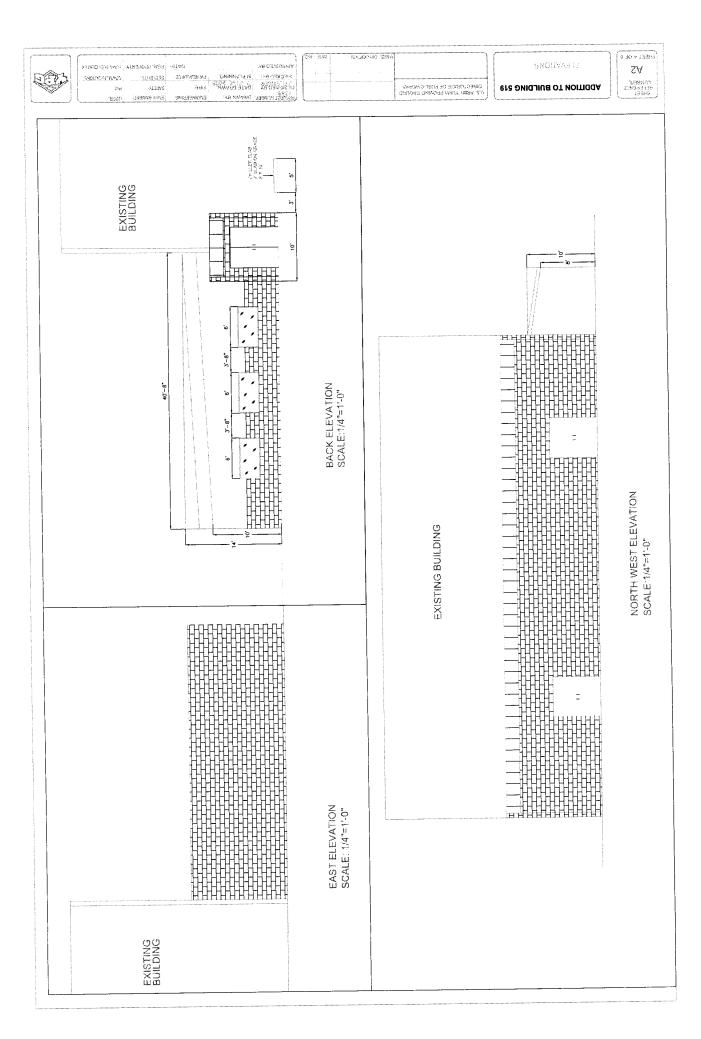
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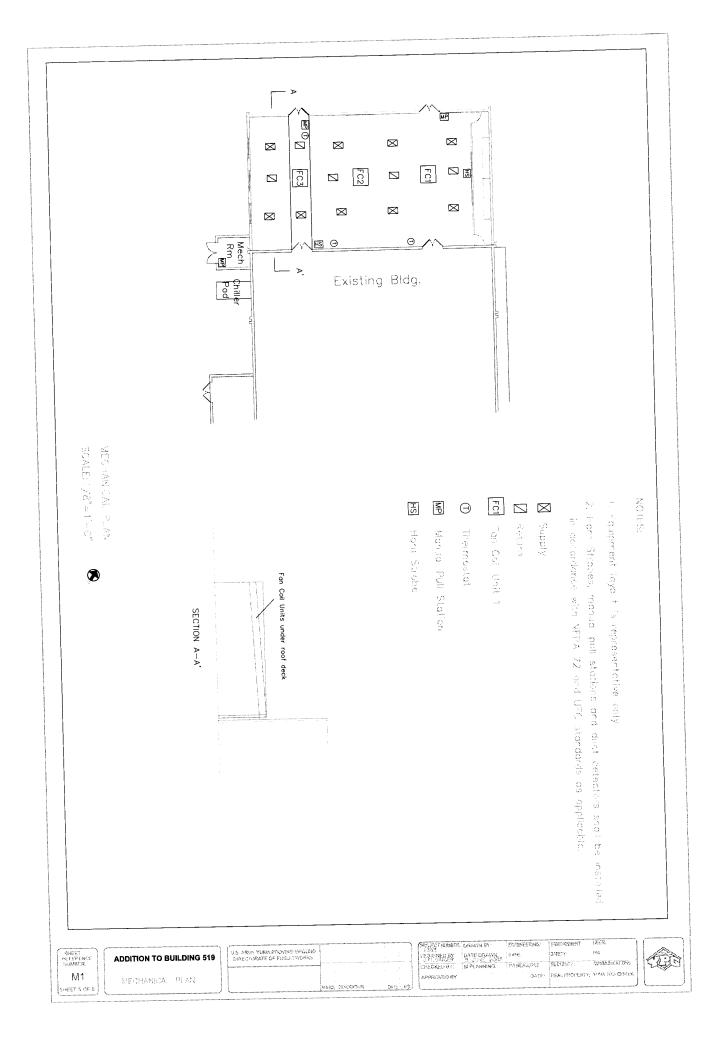


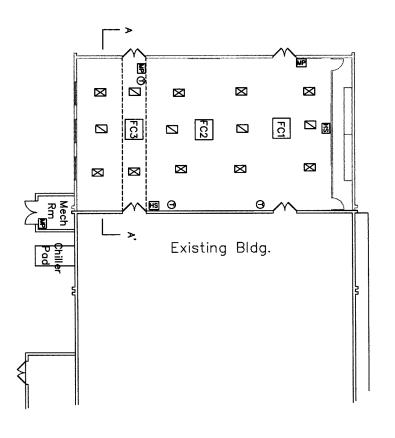




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- 1. Equipment layout is representative only
- 2. Horn Strobes, manual pull stations and duct detectors shall in accordance with NFPA 72 and UFC standards as applicable
- $\boxtimes$ Supply
- Return
- E
   Fan Coil Unit 1
- Thermostat

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Manual Pull Station

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